

EXHIBIT E

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

- - - - -X
GLORIA VANDERBILT TRADEMARK B.V. and
GLORIA VANDERBILT TRADEMARK INVESTMENT,
LTD.,

Index No.
113339/01

Plaintiff and
Counterclaim Defendants,

-against-

NETHERBY LIMITED,

Defendant and
Counter Claimant.

- - - - -X
NETHERBY LIMITED,

Third-Party Plaintiff,

-against-

GLORIA VANDERBILT APPAREL, INC.,

Third-Party Defendant.

- - - - -X

60 Centre Street
New York, New York 10007
April 30, 2002

B E F O R E: HONORABLE IRA GAMMERMAN, Justice

A P P E A R A N C E S:

CHADBOURNE & PARKE, LLP., ESQS.
30 Rockefeller Plaza
New York, New York 10112
BY: MELISSA LaROCCA, ESQ.
THOMAS J. HALL, ESQ.

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Colloquy

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2 thereafter asked for a time for that telephonic
3 deposition. We never got it. So that has not occurred.

4 We are prepared to proceed, nonetheless.

5 MR. HALL: We are told that no witness from
6 B.V. -- I called them -- will be here to testify, and we
7 will be asking the Court for a negative inference
8 because of that at the close of the case.

9 THE COURT: Well, okay.

10 It seems to me, and let me say, my
11 understanding of this case is that there is not much in
12 dispute except one issue; isn't that right? And that
13 has something to do with a consulting fee, is that
14 so?

15 MR. HALL: Service fee, that's correct, your
16 Honor.

17 THE COURT: Service fee.

18 MR. HALL: Yes.

19 THE COURT: I mean, that seems to be the only
20 issue that I really have to resolve.

21 Now, as I understand it, there is no dispute
22 as to what monies were received by one or more of the
23 defendants and under the terms of the agreement what
24 monies are due the plaintiffs.

25 The impact of this so-called --

26 MR. HALL: Service.

Colloquy

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2 THE COURT: Consulting or service fee, and
3 whether it's appropriate or not appropriate for it to
4 have an impact at all and, if so, what its impact should
5 be.

6 That seems to me to be the issue that I have
7 to resolve, isn't it?

8 MR. HALL: That is the issue, Judge.

9 THE COURT: All right.

10 MR. HALL: But you walked into the second
11 point that I wanted to make, which is, there is no
12 dispute as to the amounts. It involves a service fee
13 paid by the Canadian --

14 THE COURT: Yes, I understand that.

15 MR. HALL: And paid the fee to my adversaries,
16 and they are obligated, we contend, to pay a portion of
17 that to us.

18 And they told us how much they received from
19 the third-party licensee in Canada. We asked them way
20 back.

21 THE COURT: I am not clear.

22 That was in addition to the licensing fees?

23 MR. HALL: Yes. They split it in two.

24 There was a licensee fee paid, and we received
25 a royalty on that, so there is no dispute.

26 THE COURT: You are claiming a royalty on this